

800.00

# CONTRACT

#2-2585

## THE CITY OF PHILADELPHIA

WITH

Samuel M. Clarke, Donald Newton,  
Carl W. Reh, M.D.R. Riddell,  
Richard E. Foerster, Elmer F.  
Ballotti, Robert M. Zimmermann,  
Paul E. Langdon, Jr., Allan B.  
Edwards & Paul A. Kuhn t/a

GREELY AND HANSEN

FOR

Engineering services necessary  
in connection with the design  
studies for the Southwest and  
Southeast plants under the sec-  
ond phase of the work for the  
continuing Water Pollution  
Abatement Program, as ordered  
and required by the

WATER DEPARTMENT

LAW DEPARTMENT  
CITY OF PHILADELPHIA

BONDS AND CONTRACTS DIVISION  
1540 MUNICIPAL SERVICES BUILDING  
PHILADELPHIA, PA. 19107

Phone, MU 6-5263 or MU 6-5269

4/10/72

4/18/72

RECEIVED

MAY 24 1972

MFB

#2-2585

THIS AGREEMENT, Made this 15<sup>th</sup> day of April A. D. 1972, effective February 1, 1972, by and between THE CITY OF PHILADELPHIA, hereinafter called "City", party of the first part, and Samuel M. Clarke, Donald Newton, Carl W. Reh, M.D. R. Riddell, Richard E. Foerster, Elmer F. Ballotti, Robert M. Zimmerman, Paul E. Langdon, Jr., Allan B. Edwards and Paul A. Kuhn, trading as GREELEY AND HANSEN, hereinafter called "Engineers", parties of the second part;

W I T N E S S E T H:

NOW, THEREFORE, It is mutually covenanted and agreed by and between the parties hereto:

1. Engineers, for and in consideration of the compensation hereinafter set forth, covenant and agree to perform to the satisfaction and approval of the Water Commissioner all the engineering services necessary in connection with the design studies for the Southwest and Southeast Plants under the second phase of the work for the continuing Water Pollution Abatement Program, in strict and exact accordance with the proposal of Engineers dated March 29, 1972, a copy of which is attached hereto and made a part hereof.

2. The term of this agreement shall be from February 1, 1972 to December 31, 1972.

3. It is expressly understood that City is not obligated hereby to require any quantum of the said services of Engineers and that it shall only be liable to make payment for the services which the said Commissioner may order in writing from time to time. It is further understood that each phase of the work will be ordered separately, and the City reserves the right to terminate the entire



proposal dated March 29, 1972.

5. Before any payment shall be made, Engineers shall furnish to the said Commissioner bills and vouchers, of the number, in the form, of the content and accompanied by such supporting data as the said Commissioner may from time to time require. It is expressly understood and agreed that the total amount to be paid Engineers for all services to be rendered and performed under this agreement shall in no event exceed Four hundred sixty thousand dollars (\$460,000.00).

6. It is expressly understood and agreed that Engineers shall not be considered to have rendered and performed the services which may be required of them unless and until the said services shall have been rendered and performed to the satisfaction and approval of the said Commissioner.

7. It is further understood and agreed that this contract is entered into under and subject to the terms of the Philadelphia Home Rule Charter and in its performance, Engineers shall not discriminate nor permit discrimination against any person because of race, color, religion or national origin. In the event of such discrimination, the said Commissioner may terminate this contract forthwith.

8. It is agreed that all plans, data, maps, reports, studies, estimates and other matter and material made by Engineers under the terms and conditions of this agreement, shall be deemed the property of City.

9. It is further agreed that this contract and the moneys due hereunder shall not be assignable, either by operation of law or by action of Engineers.



and the proposal of Engineers, this agreement shall govern.

12. It is further agreed that City may terminate this agreement at any time during the term hereof by delivering written notice of termination to Engineers, in which event City shall be obligated to pay Engineers only for those charges incurred prior to receipt of notice of termination.

IN WITNESS WHEREOF, The City of Philadelphia has caused these presents to be executed by its Commissioner of Water, and Samuel M. Clarke, Donald Newton, Carl W. Reh, M. D. R. Riddell, Richard E. Foerster, Elmer F. Ballotti, Robert M. Zimmerman, Paul E. Langdon, Jr., Allan B. Edwards and Paul A. Kuhn, trading as Greeley and Hansen, have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

THE CITY OF PHILADELPHIA

By: *Samuel M. Clarke*  
Water Commissioner

*Samuel M. Clarke* (SEA)  
Samuel M. Clarke

*Donald Newton* (SEA)  
Donald Newton

*Carl W. Reh* (SEA)  
Carl W. Reh

*M. D. R. Riddell* (SEA)  
M. D. R. Riddell

*Richard E. Foerster* (SEA)  
Richard E. Foerster

*Elmer F. Ballotti* (SEA)  
Elmer F. Ballotti

*Robert M. Zimmerman* (SEA)  
Robert M. Zimmerman

*Paul E. Langdon, Jr.* (SEA)

*MARTIN WEISS*  
*Assistant City Controller*  
*4/19/22*

*JOHN RYAN*  
*4/19/22*  
OFFICE OF DIRECTOR OF FINANCE



SAMUEL M. CLARKE  
DONALD NEWTON  
CARL W. REN  
M. D. R. RIDDELL  
RICHARD E. FOERSTER  
E. F. BALLOTTI  
ROBERT M. ZIMMERMAN  
PAUL E. LANGDON, JR.  
ALLAN B. EDWARDS  
PAUL A. KUMN

HENRY H. ZUNDOWSKI  
CHARLES D. THOMSEN  
J. BENJAMIN VERHOEK  
PHILLIP S. DENT  
WARREN W. SADLER  
T. RUSSELL ALMDALE  
GERALD F. REHM  
JACK W. CORMACK  
JOHN W. HARDIE  
WILLIAM F. COOK  
JOHN B. BLACK  
ROBERT L. HALL  
ROBERT DEL RE  
JOHN H. SMACH  
ARTHUR H. ADAMS  
WALLACE A. AMBROSE  
RONALD E. BIZZARRI

PAUL E. LANGDON  
KENNETH V. MILL  
THOMAS M. MILES  
JOHN F. KAUSALAJA

# GREELEY AND HANSEN ENGINEERS

222 SOUTH RIVERSIDE PLAZA, CHICAGO, ILLINOIS 60606 TELEPHONE (312) 648 1155

March 29, 1972

Mr. Carmen F. Guarino  
Commissioner  
Water Department  
City of Philadelphia  
1160 Municipal Services Building  
Philadelphia, Pennsylvania 19107

EX. 1308	FILED SYMBOL
REC. 4-3-72	
WATER DEPARTMENT	
FOR C.D.	
ATTN. C.D.	
RECEIVED	
MAY 1 1972	

Dear Mr. Guarino:

In response to your request, and in accordance with our conversations with you, we are pleased to submit our proposal for engineering services in connection with the design studies for Southwest and Southeast Plants under the second phase of the work for the continuing Water Pollution Abatement Program of the Philadelphia Water Department.

Our proposal dated August 17, 1970, outlined our understanding of the work that we might be asked to do in connection with the Pollution Abatement Program and this proposal is in accordance with the overall plan presented in our August letter.

To date, we have substantially completed the following major categories of work as outlined in our August proposal and included under the first phase authorization:

Item

Description

A. A general review of existing and proposed



<u>Item</u>	<u>Description</u>
B.	A general review of the problems, of quantities of wastewater which may require treatment, and the relation of these quantities to the intercepting system, and the size of any additional treatment plants.
C.	<p>A project report on the Northeast Plant, complete enough to permit preparation of contract plans and specifications. This item includes a Project Design Report and a Report on Detailed Design Studies.</p> <p>This item also includes an updated statement of modifications to the 1967 Report on the Southwest and Southeast Plants, and an updating of costs for these plants for capital program budgeting purposes.</p>

At this time we are therefore requesting a second authorization for the engineering services in connection with Items D and E, as outlined in our August proposal.

I. Authorization for Item D

As outlined in our proposal of August 1970, Item D included the following:

A project report on the Southwest Plant, which will be complete enough, including preliminary outline plans based on detailed design studies, to permit preparation of contract plans and specifications.



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For this work we suggest an upper limit of compensation as follows:

For Engineering Services by Greeley and Hansen	\$180,000
For Pilot Plant and other cognate services as may be authorized	<u>25,000</u>
	\$205,000

The final project report will present basic data and outline plans in accordance with the following outline:

- (1) Tributary area
- (2) Population
- (3) Wastewater quantities
- (4) Wastewater characteristics
- (5) Existing facilities
- (6) Plant capacity and treatment requirements
- (7) Treatment processes considered
- (8) Sludge disposal
- (9) Proposed facilities
- (10) Construction cost estimates
- (11) Preliminary outline plans

The preliminary outline plans will show in detail the scope and arrangement of the proposed additions, giving critical and controlling dimensions as well as other pertinent data and information. These plans will show the design features of all major structures to be designed. The data and plans included in the report will be in sufficient detail to permit starting the preparation of final Contract Plans and Specifications immediately by competent personnel



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II. Authorization for Item E

Under Item E the following would be included:

A project report on the Southeast Plant, which will be complete enough, including preliminary outline plans based on detailed design studies, to permit preparation of contract plans and specifications.

For this work we suggest an upper limit for compensation as follows:

For Engineering Services by Greeley and Hansen	\$180,000
For Pilot Plant and other cognate services as may be authorized	<u>75,000</u>
	\$255,000

The project report will present basic data and outline plans in accordance with the following outline:

- (1) Tributary area
- (2) Population
- (3) Wastewater quantities
- (4) Wastewater characteristics
- (5) Existing facilities
- (6) Plant capacity and treatment requirements
- (7) Treatment processes considered
- (8) Sludge disposal
- (9) Proposed facilities
- (10) Construction cost estimates
- (11) Preliminary outline plans

The preliminary outline plans will show in detail the scope and arrangement of the proposed additions, giving critical



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features of all major structures to be designed. The data and plans included in the report will be in sufficient detail to permit starting the preparation of final Contract Plans and Specifications immediately by competent personnel.

Item E will also include additional studies and final resolutions of long range sludge disposal alternatives.

The proposed compensation will provide for completing all work in connection with the Project Report for the Southeast Plant.

### III. Payment

We propose that the payment for Items D and E continue to be the same as that for Items A, B and C which has been on the basis of work performed and in accordance with the following schedule:

Time of Partners	\$30.00 per hour
Time of Technical Assistants	Salary Rate times 2.5
For Pilot Plant and other cognate expenses	Actual Cost

The compensation expressed on a salary basis includes travel expense, secretarial expense, telephone bills, and similar items, and reimbursement will not be requested separately for these expenses.

